

**Request for Proposal  
Construction Manager as Constructor Services  
for the Systems Replacement Project at the  
Herbert C. Hoover Building  
Washington, DC  
Solicitation No. GS11P06MKC0030**

**PART I - THE SCHEDULE**

**SECTION I**

**CONTRACT CLAUSES**

**INCLUDING LABOR STANDARDS  
AND  
DAVIS BACON WAGE DETERMINATIONS  
(DC20070003)**

# CONSTRUCTION CONTRACT CLAUSES (FIXED PRICE) CONTENTS

Full text clauses are available at the following websites:

<http://www.arnet.gov/far/>

<http://www.acqnet.gov/gsam/gsam.html>

## A. INCORPORATED BY REFERENCE

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>TITLE</u>
GENERAL	FAR 52.202-1	1. Definitions (Alt. I) (7-04)
	FAR 52.236-7	2. Permits and Responsibilities (11-91)
	FAR 52.236-8	3. Other Contracts (4-84)
	FAR 52.253-1	4. Computer Generated Forms (1-91)
	FAR 52.252-2	5. Clauses Incorporated by Reference (2-98)
	GSAM 552.236-70	6. Definitions (4-84)
	GSAM 552.236-71	7. Authorities and Limitations (4-84)
	GSAM 552.203-71	8. Restriction on Advertising (9-99)
	GSAM 552.252-6	9. Authorized Deviation in Clauses (9-99) (Deviation FAR 52.252-6)
	GSAM 552.236-72	10. Specialist (4-84)
	GSAM 552.236-82	11. Subcontracts (4-84)
	GSAM 552.211-71	12. Standard References (9-99)
STANDARDS OF CONDUCT	FAR 52.203-3	13. Gratuities (4-84)
	FAR 52.203-5	14. Covenant Against Contingent Fees (4-84)
	FAR 52.203-7	15. Anti-Kickback Procedures (7-95)
	FAR 52.203-8	16. Cancellation, Recession and Recovery of Funds for Illegal or Improper Activity (1-97)
	FAR 52.203-10	17. Price or Fee Adjustments for Illegal or Improper Activity (1-97)
	FAR 52.203-12	18. Limitation on Payments to Influence Certain Federal Transactions (9-05)
BONDS AND INSURANCE	FAR 52.228-1	19. Bid Guarantee (9-96)
	FAR 52.228-11	20. Pledges of Assets (2-92)
	FAR 52.228-14	21. Irrevocable Letter of Credit (12/99)
	FAR 52.228-15	22. Performance and Payment Bonds - Construction (11-06)
	FAR 52.228-12	23. Prospective Subcontractor Requests for Bonds (10-95)
	FAR 52.228-2	24. Additional Bond Security (10-97)
	FAR 52.228-5	25. Insurance -- Work on a Government Installation (1-97)
SITE CONDITIONS	FAR 52.236-2	26. Differing Site Conditions (4-84)
	FAR 52.236-3	27. Site Investigations and Conditions Affecting the Work (4-84)
SPECIFICATIONS	FAR 52.236-21	28. Specifications and Drawings for Construction (Alt. I and Alt. II) (2-97)
	FAR 52.215-8	29. Order of Precedence -- Uniform Contract Format (10-97)
SCHEDULES	FAR 52.211-13	30. Time Extensions (9-00)
	FAR 52.236-15	31. Schedules for Construction Contracts (4-84)
PERFORMANCE	FAR 52.236-1	32. Performance of Work by Contractor (4-84)
	FAR 52.236-6	33. Superintendence by the Contractor (4-84)
	FAR 52.236-5	34. Material and Workmanship (4-84)
	FAR 52.236-17	35. Layout of Work (4-84)
	FAR 52.236-14	36. Availability and Use of Utility Services (4-84)
	FAR 52.236-10	37. Operations and Storage Areas
	FAR 52.236-9	38. Protection of Existing Vegetation, Structure, Equipment, Utilities and Improvements (4-84)
	FAR 52.236-13	39. Accident Prevention (11-91)
	FAR 52.236-12	40. Cleaning Up (4-84)
	FAR 52.236-16	41. Quantity Surveys (4-84)
	FAR 52.236-26	42. Preconstruction Conference (2-95)
GOVERNMENT FURNISHED PROPERTY	FAR 52.245-2	43. Government Property - Fixed Price Contracts (5-04)
	FAR 52.245-3	44. Identification of Government-Furnished Property (8-84)
	FAR 52.245-4	45. Government Furnished Property (Short Form) (6-03)

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>TITLE</u>
<b>GOVERNMENT SUPPLY SOURCES</b>	FAR 52.251-1	46. Government Supply Sources (4/84)
<b>USE AND POSSESSION</b>	FAR 52.236-11	47. Use and Possession Prior to Completion (4-84)
<b>INSPECTION</b>	FAR 52.246-12	48. Inspection of Construction (8-96)
<b>WARRANTY &amp; GUARANTEES</b>	FAR 52.246-21	49. Warranty of Construction (Alt I) (3-94)
<b>BUY AMERICAN</b>	FAR 52.225-9	50. Buy American Act - Construction Materials (1-05)
	FAR 52.225-10	51. Notice of Buy American Act Requirement - Construction Materials (5-02)
	FAR 52.225-11	52. Construction Materials under Trade Agreements (11-06)
	FAR 52.225-12	53. Notice of Buy American Act Requirement - Construction Materials under Trade Agreements (1-05)
	FAR 52.225-13	54. Restrictions on Certain Foreign Purchases (2-06)
<b>ENVIRONMENTAL PROTECTION</b>	FAR 52.204-4	55. Printing or Copying Double-Sided on Recycled Paper (8-2000)
	FAR 52.223-3	56. Hazardous Material Identification and Material Safety Data (Alt I) (1-97)
	FAR 52.223-5	57. Pollution Prevention and Right-to-know Information (8-03)
	FAR 52.223-6	58. Drug-Free Workplace (5-01)
	FAR 52.223-12	59. Refrigeration Equipment and Air Conditioners (5-95)
	FAR 52.223-14	60. Toxic Chemical Release Reporting (8-03)
<b>EMPLOYMENT</b>	FAR 52.222-1	61. Notice to the Government of Labor Disputes (2-97)
	FAR 52.222-3	62. Convict Labor (6-03)
	FAR 52.222-26	63. Equal Opportunity (4-02)
	FAR 52.222-30	64. Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (12-01)
	FAR 52.222-31	64. Davis Bacon Act - Price Adjustment (Percentage Method) (12-01)
	FAR 52.222-35	65. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (9-06)
	FAR 52.222-36	66. Affirmative Action for Workers with Disabilities (6-98)
	FAR 52.222-37	67. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (9-06)
	FAR 52.222-27	68. Affirmative Action Compliance Requirements for Construction (2-99)
	FAR 52.222-50	69. Combating Trafficking in Persons (4-06)
<b>SUBCONTRACTING</b>	FAR 52.209-6	70. Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (9-06)
	FAR 52.219-8	71. Utilization of Small, Business Concerns (7-05)
	FAR 52.219-9	72. Small Business Subcontracting Plan (09-06)
	FAR 52.219-14	73. Limitations on Subcontracting (12-96)
	FAR 52.219-16	74. Liquidated Damages - Subcontracting Plan (1-99)
	FAR 52.244-2	75. Subcontracts (8-98)
	FAR 52.244-6	76. Subcontracts for Commercial Items (2-06)
<b>PATENTS, DATA AND COPYRIGHTS</b>	FAR 52.227-1	77. Authorization and Consent (7-95)
	FAR 52.227-2	78. Notice and Assistance Regarding Patent and Copyright Infringement (8-96)
	FAR 52.227-4	79. Patent Indemnity--Construction Contracts (4-84)
<b>TAXES</b>	FAR 52.229-3	80. Federal, State, and Local Taxes (4-03)
	FAR 52.229-4	81. Federal, State, and Local Taxes (State and Local Adjustments)(4-03)
<b>ADJUSTMENTS</b>	FAR 52.243-4	82. Changes (8-87)
	FAR 52.243-5	83. Changes and Changed Conditions (Simplified Acquisition) (4-84)
<b>AUDITS/COST &amp; PRICING DATA</b>	FAR 52.214-26	84. Audit and Records -- Sealed Bidding (10-97)
	FAR 52.214-27	85. Price Reduction for Defective Cost or Pricing Data Modifications -- Sealed Bidding (10-97)
	FAR 52.214-28	86. Subcontractor Cost or Pricing Data -- Modifications -- Sealed Bidding (10-97)
	FAR 52.215-2	87. Audit and Records -- Negotiation (6-99)
	FAR 52.215-10	88. Price Reduction for Defective Cost or Pricing Data (10-97)
	FAR 52.215-12	89. Subcontractor Cost or Pricing Data (10-97)
	FAR 52.215-15	90. Pension Adjustments and Asset Revisions (10-04)
	FAR 52.215-16	91. Facilities Capital Cost of Money (6-03)
	FAR 52.215-17	92. Waiver of Facilities Capital Cost of Money (10-97)

FAR 52.215-18

93. Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions (07-05)

**CATEGORY**

**REFERENCE**

**TITLE**

**COST  
ACCOUNTING  
STANDARDS**

FAR 52.230-2  
FAR 52.230-3  
FAR 52.230-6

94. Cost Accounting Standards (4-98)  
95. Disclosure and Consistency of Cost Accounting Practices (4-98)  
96. Administration of Cost Accounting Standards (4-05)

**PAYMENT**

FAR 52.232-5  
FAR 52.232-17  
FAR 52.232-23  
FAR 52.232-27

97. Payments under Fixed-Price Construction Contracts (9-02)  
98. Interest (6-96)  
99. Assignment of Claims (1-86)  
100.. Prompt Payment for Construction Contracts (9-05)

FAR 52.232-33

101. Payment by Electronic Funds Transfer - Central Contractor Registration (10-03)

**UNIT PRICES**

FAR 52.211-18

102. Variation in Estimated Quantity (4-84)

**SUSPENSION OF WORK/  
TERMINATION**

FAR 52.242-14  
FAR 52.249-2  
FAR 52.249-10

103. Suspension of Work (4-84)  
104. Termination for Convenience of the Government (Alt I) (5-04)  
105. Default (Fixed-Price Construction)(4-84)

**DISPUTES/**

FAR 52.233-1

106. Disputes - Alternate I (7-02)

**PROTESTS**

FAR 52.233-3

107. Protest after Award (8-96)

**BANKRUPTCY**

FAR 52.242-13

108. Bankruptcy (7-95)

**CENTRAL  
CONTRACTOR  
REGISTRATION**

FAR 52.204-7

109. Central Contractor Registration (10-03)

**BREACH OF CONTRACT  
CLAIM**

FAR 52.233-4

110. Applicable Law for Breach of Contract Claim (10-04)

**SECURITY**

FAR 52.204-9

111. Personal Identity Verification of Contractor Personnel (11-06)

**CONSTRUCTION CONTRACT CLAUSES**  
**(FIXED PRICE)**  
**CONTENTS**

**B. Clauses in full text**

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
BONDS AND INSURANCE	GSAM 552.228-70	1. Workman's Compensation Laws (9-99)
SITE CONDITIONS	GSAM 552.236-76	2. Measurements (4-84)
SPECIFICATIONS	GSAM 552.211-72	3. References to Specifications in Drawings (2-96)
	GSAM 552.236-77	4. Specifications and Drawings (9-99)
	GSAM 552.236-78	5. Shop Drawings, Coordination Drawings and Schedules (9-99)
PERFORMANCE	GSAM 552.236-79	6. Samples (4-84)
	GSAM 552.236-75	7. Use of Premises (4-84)
	GSAM 552.236-80	8. Heat (4-84)
	GSAM 552.236-74	9. Working Hours (4-84)
USE AND POSSESSION	GSAM 552.236-81	10. Use of Equipment by Government (4-84)
INSPECTION	GSAM 552.246-72	11. Final Inspection and Tests (9-99)
WARRANTY & GUARANTEES	GSAM 552.246-75	12. Guarantees (5-89)
ADJUSTMENTS	GSAM 552.243-71	13. Equitable Adjustments (4-84)
	GSAM 552.243-70	14. Equitable Adjustments: Waiver & Release of Claims
		15. Pricing of Adjustments (4-89)
AUDITS/COST & PRICING DATA	FAR 52.215-19	16. Notification of Ownership Changes (10-97)
	GSAM 552.215-70	17. Examination of Records by GSA (2-96)
PAYMENT	GSAM 552.232-78	18. Payment Information (7-00)
STOP WORK/ TERMINATION	GSAM 552.211-84	19. Noncompliance with Contract Requirements (2-96)
UNION DUES	FAR 52.222-39	20. Notification of Employee Rights Concerning Payment of Union Dues or Fees (12-04)
ENVIRONMENTAL PROTECTION	FAR 52.223-9	21. Estimate of Percentage of Recovered Material Content for EPA Designated Products (08-00)

## **GENERAL**

### **1. FAR 52.252-2 Clauses Incorporated by Reference. (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.acqnet.gov/gsam/gsam.html](http://www.acqnet.gov/gsam/gsam.html)

[www.arnet.gov/far](http://www.arnet.gov/far)

## **BONDS AND INSURANCE**

### **2. GSAM 552.228-70 Workers' Compensation Laws. (SEP 1999)**

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States. (End of clause)

## **SITE CONDITIONS**

### **3. GSAM 552.236-76 - MEASUREMENTS (APR 1984)**

All dimensions shown of existing work and all dimensions required for work that is to connect with work now in place, shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Contracting Officer before any work affected thereby has been performed. (End of Clause)

## **SPECIFICATIONS AND DRAWINGS**

### **4. GSAM 552.211-72 - REFERENCES TO SPECIFICATIONS IN DRAWINGS (FEB 1996)**

If military or other drawings are made a part of this contract, any reference in the drawings to Federal specifications or standards will be considered to be a reference to the date of such Federal specification or standard identified in the contract. If the date of the Federal specification or standard is not identified in the contract, the edition, including revisions thereto, in effect on the date the solicitation is issued will apply.

(End of clause)

### **5. GSAM 552.236-77 Specifications and Drawings. (SEP 1999)**

The requirements of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

- (a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.
- (b) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- (c) Standard Details or Specification Drawings are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.
- (d) In case of difference between Standard Details or Specification Drawings and the specifications, the specifications will govern. In case of difference between the Standard Details or Specification Drawings and the drawings prepared specifically for this contract, the later shall govern. (End of clause)

## **6. GSAM 552.236-78 Shop Drawings, Coordination Drawings, and Schedules (SEP 1999)**

The requirements, of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

- (a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Contracting Officer as follows:
- (b) Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.
- (c) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints, not to exceed 10, required by the specifications. The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for his use or use by subcontractors.
- (d) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit and obtain the Contracting Officer's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.
- (e) Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:
  - Number and title of drawing
  - Date of drawing or revision
  - Name of project building or facility
  - Name of Contractor and (if appropriate) name of subcontractor submitting drawing
  - Clear identity of contents and location on the work
  - Project title and contract number
- (f) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the Contracting Officer, with a letter in triplicate, sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.
- (g) Approval of drawings and schedules will be general and shall not be construed as permitting any departure from the contract requirements, or as approving departures from full-size details furnished by the Contracting Officer. (End of clause)

## **PERFORMANCE**

### **7. GSAM 552.236-79 - SAMPLES (APR 1984)**

- (a) After the award of the contract, the Contractor shall furnish for the approval of the Contracting Officer samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the Contracting Officer or to the Architect as specified or as directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.
- (b) Each sample shall have a label indicating:
  - (i) Name of project building or facility, project title and contract number
  - (ii) Name of Contractor and, if appropriate, name of subcontractor
  - (iii) Identification of material or equipment with specification requirement
  - (iv) Place of origin
  - (v) Name of producer and brand (if any). Samples of finished materials shall have additional markings that will identify them under the finish schedules.
- (c) The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in paragraph (b) above. He shall enclose a copy of this letter with the shipment and send a copy to the Government representative on the project. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Contracting Officer.

(d) Approved samples not destroyed in testing will be sent to the Government representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment, incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

(e) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further

samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

(g) Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the Government at the expense of the Contractor. (End of Clause)

#### **8. GSAM 552.236-75 - USE OF PREMISES (APR 1984)**

(a) If the premises are occupied, the Contractor, his subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) If the premises are occupied, the Contractor, his subcontractors and their employees shall not have access to or be admitted into any building outside the scope of this contract except with official permission. (End of Clause)

#### **9. GSAM 552.236-80 - HEAT (APR 1984)**

Unless otherwise specified or unless already provided by the Government the Contractor shall;

(a) Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;

(b) Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster; and

(c) Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees Fahrenheit, for a period beginning 10 days before placing of interior finishes and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier. (End of Clause)

#### **10. GSAM 552.236-74 - WORKING HOURS (APR 1984)**

(a) It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Government.

(b) Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Contracting Officer for determination. (End of Clause)

### **USE AND POSSESSION**

#### **11. GSAM 552.236-81 - USE OF EQUIPMENT BY THE GOVERNMENT (APR 1984)**

(a) The Government may take over and operate, with Government employees, such equipment as is necessary for heating or cooling such areas of the building as require the service, as soon as the installation is sufficiently complete.

(b) The Contracting Officer will advise the Contractor by letter, prior to the use of equipment, which items of equipment will be operated, and the date and time such operation will begin.

(c) Government operation of equipment will not relieve the Contractor of the one-year guarantee on materials and workmanship elsewhere provided for in this contract.

(d) The guarantee period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the "Guarantees" clause of this contract. (End of Clause)



## INSPECTION

### **12. GSAM 552.246-72 Final Inspection and Tests (SEP 1999)**

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor. (End of clause)

## WARRANTY AND GUARANTEES

### **13. GSAM 552.246-75 - GUARANTEES (MAY 1989)**

(a) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b)(1) If, within any guarantee period, the Contracting Officer finds that guaranteed work requires repairs or change because of defective or inferior materials, equipment, or workmanship or is not in accordance with contract requirements, the Contracting Officer shall notify the Contractor in writing. The Contractor shall promptly, and without additional expense to the Government, correct:

- (i) All guaranteed work;
- (ii) All damage to equipment, the site, the building or its contents resulting from the unsatisfactory guaranteed work; and
- (iii) Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

(2) If the Contractor fails to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract will be subject to paragraphs (a) and (b), insofar as they do not conflict with special guarantees.

(d) The Contractor shall furnish to the Government: (1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guarantee or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract. (End of Clause)

## ADJUSTMENTS

### **14. GSAM 552.243-71 - EQUITABLE ADJUSTMENTS (APR 1984)**

(a) The provisions of the "Changes" clause prescribed by FAR 52.243-4 are supplemented as follows:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in the "Equitable Adjustments" clause, for work involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(i) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following detail:

#### *Direct Costs*

Material quantities by trades and unit costs (Manufacturing burden associated with material fabrication performed will be considered to be part of the material costs of the fabricated item delivered to the job site)

Labor breakdown by trades and unit costs (Identified with specific item of material to be placed or operation to be performed)

Construction equipment exclusively necessary for the change

Costs of preparation and/or revision to shop drawings resulting from the change

Workers' Compensation and Public Liability Insurance

GS11P06MKC0030

***Overhead, Profit and Commission***

(2) The allowable overhead shall be determined in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Part 31) in effect on the date of this contract. The percentages for profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following unless the Contractor demonstrates entitlement to a higher percentage:

To:	Overhead	Profit	Commission
Contractor on work performed by other than his own forces	—	—	10%
First-tier subcontractor on work performed by his subcontractors	—	—	10%
Contractor and/or the subcontractors for that portion of the work performed with their respective forces	To be negotiated	10%	

Not more than four percentages will be allowed regardless of the number of tier subcontractors. The Contractor shall not be allowed a commission on the commission received by a first tier subcontractor. Equitable adjustments for deleted work shall include credits for overhead, profit and commission. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

(3) The Contractor shall submit with the proposal his request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the contract in its entirety.

(4) In considering a proposal, the Government shall make check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

(5) After receipt of a proposal the Contracting Officer shall act thereon, within 30 days; provided however, that when the necessity to proceed with a change does not allow time properly to check a proposal or in the event of failure to reach an agreement on a proposal, the Government may order the Contractor to proceed on the basis of price to be determined at the earliest practicable date. Such price shall not be more than the increase or less than the decrease proposed.

(6) If a mutually acceptable agreement cannot be reached, the Contracting Officer may determine the price unilaterally.

(b) The provisions of the "Differing Site Conditions" clause prescribed by FAR 52.236-2 are supplemented as follows: The Contractor shall submit all claims for equitable adjustment in accordance with, and subject to the requirements and limitations set out in paragraph (a) of this "Equitable Adjustments" clause.

(End of clause)

**15. EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS**

The "Equitable Adjustments" clause of the contract is supplemented as follows:

(a) Whenever the Contractor, after receipt of notification of a change made pursuant to the clause of the contract entitled "Changes" or after affirmation of a constructive change thereunder, submits any claim for equitable adjustment under that clause, such claim shall include all types of adjustments in the total amounts to which that clause entitles the contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the aforesaid clause where such claim fails to request such adjustment, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid adjustment, and that such release shall discharge the Government, its officers, agents and employees from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

**16. GSAR 552.243-70 - PRICING OF ADJUSTMENTS  
(APR 1989)**

When costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR PART 31) in effect on the date of this contract. (End of Clause)

## **AUDITS/COST & PRICING DATA**

### **29. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k). (End of clause)

### **17. GSAM 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. (End of Clause)

## **PAYMENT**

### **18. GSAM 552.232-78 Payment Information (July 2000)**

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(End of clause)

## **STOP WORK/ TERMINATION**

### **19. GSAM 552.211-84 - NON-COMPLIANCE WITH CONTRACT REQUIREMENTS (FEB 1996)**

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. (End of Clause)

## UNION DUES

### **20. FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (Dec 2004)**

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

**21. FAR 52.223-9 Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items.**  
**(Aug 2000)**

(Applies to contracts over \$100,000 that are for, or specify the use of recovered materials)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract shall -

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and (2) Submit this estimate to \_\_\_\_\_ [Contracting Officer complete in accordance with agency procedures]. (End of clause)

Alternate I (Aug 2000). As prescribed in 23.406(b), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)): Certification

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

\_\_\_\_\_  
 [Signature of the Officer or Employee]

\_\_\_\_\_  
 [Typed Name of the Officer or Employee]

\_\_\_\_\_  
 [Title]

\_\_\_\_\_  
 [Name of Company, Firm, or Organization]

\_\_\_\_\_  
 [Date]

(End of certification)

# DAVIS BACON WAGE DETERMINATION

GENERAL DECISION: **DC20070003** 02/09/2007 DC3

Date: February 9, 2007

General Decision Number: **DC20070003** 02/09/2007

Superseded General Decision Number: DC20030003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007

\* ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.13	13.13

\* ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.00	6.45

\* ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician		
Includes the application of materials or devices within or around		

penetrations and openings  
in all rated wall or floor  
assemblies, in order to  
prevent the passage of  
fire, smoke or other  
gases. The application  
includes all components  
involved in creating the  
rated barrier at perimeter  
slab edges and exterior  
cavities, the head of  
gypsum board or concrete  
walls, joints between  
rated wall or floor  
components, sealing of  
penetrating items and  
blank openings.....\$ 22.00

6.24

BRDC0001-001 04/30/2006

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

CARP0132-006 05/01/2006

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 23.37	5.75
Piledriver.....	\$ 22.47	6.00

ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09

SCOPE OF WORK: Includes low voltage construction,  
installation, maintenance and removal of teledata  
facilities (voice, data and video) including outside plant,  
telephone and data inside wire, interconnect, terminal  
equipment, central offices, PABX, fiber optic cable and  
equipment, railroad communications, micro waves, VSAT,  
bypass, CATV, WAN (Wide area networks), LAN (Local area  
networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in  
industrial applications such as assembly lines, robotics  
and computer controller manufacturing systems. The  
installation of conduit and/or raceways shall be installed  
by Inside Wiremen. On sites where there is no Inside  
Wireman employed, the Teledata Technician may install  
raceway or conduit not greater than 10 feet. Fire alarm  
work is excluded on all new construction sites or wherever  
the fire alarm system is installed in conduit. All HVAC  
control work.

ELEC0026-016 11/06/2006

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 32.45	11.32+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

---

ENGI0077-009 05/01/2006

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 25.52	6.42+a
Cranes (35 tons and above)...	\$ 26.69	6.42+a+b
Cranes (under 35 tons).....	\$ 26.23	6.42+a+b
Forklifts.....	\$ 18.95	6.42+a
Piledrivers.....	\$ 26.23	6.42+a

a. PAID HOLIDAYS:  
New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:  
Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

---

IRON0005-001 06/01/2006

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 25.68	11.345

---

IRON0201-003 05/01/2006

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 23.45	12.08

---

LABO0657-001 06/01/2006

	Rates	Fringes
Laborer:Skilled.....	\$ 18.41	3.84

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road

GS11P06MKC0030



construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

---

LABO0657-002 06/01/2006

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.91	3.84
Mortarmen, Scaffold		
Builders.....	\$ 14.65	3.84

---

MARB0002-002 05/01/2006

	Rates	Fringes
Marble & Stone Mason.....	\$ 29.87	11.15

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)

---

MARB0003-001 05/01/2006

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 24.32	8.78
Terrazzo Worker.....	\$ 25.07	8.78

---

MARB0003-004 05/01/2006

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 19.59	7.90

---

PAIN0051-004 06/01/2006

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and under.....	\$ 23.12	7.46
Contracts over \$2,000,000...	\$ 24.84	7.46

---

PAIN0051-010 06/01/2006

Rates	Fringes
-------	---------

GS11P06MKC0030

Painters:

Brush, Roller, Spray and Drywall Finishers.....	\$ 22.06	7.31
--	----------	------

---

PLAS0891-003 05/01/2006

	Rates	Fringes
Cement Mason.....	\$ 25.45	5.46

---

PLUM0005-007 08/01/2006

	Rates	Fringes
--	-------	---------

Plumber

Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commerical refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self- contained package unit up to including 5 h.p. or tons.	\$ 20.64	8.08+a
ALL Other Work.....	\$ 31.52	12.59+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day  
and the day after Thanksgiving, Christmas Day, New Year's  
Day, Martin Luther King's Birthday, Memorial Day and the  
Fourth of July.

---

PLUM0602-006 08/01/2006

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 31.27	12.82+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and the day after Thanksgiving Day and Christmas Day.

---

\* SFDC0669-001 01/01/2007

	Rates	Fringes
Sprinkler Fitter.....	\$ 27.45	13.40

---

GS11P06MKC0030

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 30.39	11.05

SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION